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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 17 [PAGES 257 TO 272]. Saturday, April 27, 1929. PRICE 1s.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Sir Herbert Austin.

THE WHOLE profession received a profound shock on hearing of the sad death of this distinguished official of the Central Criminal Court. During the many years Sir HERBERT AUSTIN held the important position of clerk of the court he was greatly esteemed alike for his personal qualities and for his unrivalled knowledge of criminal law and procedure which he was always ready to place at the service of those who consulted him. The graceful tributes paid to his memory by the Recorder of London, the Common Serjeant and others, were eloquent in the appreciation of that untiring devotion to his work which indeed may be said to have been a pre-disposing cause of his untimely death. Like many another anxious to carry out his duties with an intense conscientiousness, he worked almost too strenuously. At the Central Criminal Court his kindly presence will be greatly missed. Sir HERBERT, it may be added, was called to the Bar at Gray's Inn in 1909.

The Foreign Office and the World Court.

IN A STRONG, but not too strong, letter to the *Daily Telegraph* a few days ago, Professor J. H. MORGAN, K.C., the distinguished authority on constitutional and international law, protests against the proposed nomination by the Foreign Office of its legal adviser to fill the vacancy in the Permanent Court of International Justice at The Hague created by the lamented death of Lord FINLAY. No one, we suppose, would venture to criticise the work that has for many years been done by the present legal adviser to the Foreign Office, but his undoubted competency for the post which he at present holds does not warrant the conclusion that he would be equally qualified to fill the position to which it is proposed to exalt him. The Permanent Court of International Justice is a tribunal of a very special character, in which it is imperative not only that each member should be a jurist of wide knowledge, but likewise that he should be a person who has had the training of a judge, accustomed to regard the problems which came before him unhampered by views acquired in government service. The bureaucratic tendencies of which we have heard so much in recent years will not, we venture to hope, be carried to the extent of promoting a civil servant, however distinguished in his own sphere, into the high position of a judge in the most remarkable tribunal the world has ever known, especially when there are so many eminent judges and ex-judges from among whom a selection could be made that would command universal approval. Professor MORGAN has done a public service in calling attention so pointedly to the subject, and we trust that his protest will have the desired effect.

Order of Application of Assets on Partial Intestacy.

ON p. 214, *ante*, we discussed two recent cases governing the order in which assets are to be drawn upon for the payment of a testator's debts where the deceased had died partially intestate. According to *Re Lamb* [1929] ,W.N. 29, a lapsed share of residue is *prima facie*, applicable towards the payment of the deceased's debts and funeral expenses before the shares which have not lapsed. But if the lapsed share is of the balance of the proceeds of a fund devised and bequeathed on trust to sell and convert and pay debts, then the testator's debts, etc., are not thrown solely on that lapsed share, but should be paid out of the gross fund in accordance with the testator's general intention: *Re Petty* [1929], W.N. 84. It will be observed that in *Re Lamb* the will contained no provision varying the order of application of assets prescribed by the Ad. of E. Act, 1925, s. 34 (3), and 1st Sched., Pt. II, whereas in *Re Petty* the testator had created (by way of express trust for sale) a fund for the payment of debts, and there was, in fact, no undisposed of share of residue until those debts had been ascertained and paid. Cases that may appear to fall intermediately between *Re Lamb* and *Re Petty* are not infrequently met with. Thus, a testator (dying after 1925), after giving certain pecuniary legacies, may have devised and bequeathed all his property to his executors upon trust, after payment thereout of debts and funeral and testamentary expenses and death duties, as to one moiety for A, and the other moiety for B. In such a case no express trust for sale is created, but, if one of the shares were to lapse, the observations of ASTBURY, J., in *Re Petty* would seem nevertheless to be applicable: "The testator has created a mixed fund for payment of debts, etc., and there is no undisposed of share of residue until those debts are ascertained and paid." In other words, there seems to be a clear indication of the testator's intention to pay debts, etc., out of the general fund before ascertaining the respective shares of the beneficiaries. Contrast in this respect *Re Lamb*. The testator's intention over-rides the statutory provisions prescribing the order of application of the assets and brings the case within *Re Petty*.

The Budget.

THE Chancellor's neglect of the reasonable claims of the income-tax payer has been received with characteristic British resignation and the self-commendation which he so blatantly expressed regarding his previous efforts in income-tax relief, have been accepted at their face value. The

queries which we receive on the subject of income-tax reveal many anomalies which should receive attention, and we have not yet abandoned hope that the requirement of the Acts that solicitors should disclose the confidential information of their clients, will be dealt with in the Finance Act. The acceleration of the operation of the de-rating scheme in so far as it applies to agriculture is welcomed by the industry, but the roundabout method of "un-de-rating," the brewing, distilling and tobacco industries is Gilbertian. Mr. CHURCHILL has done well to repeal the betting duty, which from the commencement was destined to failure. The new system of licensing should have the desired effect and be less open to fair criticism. Mr. CHURCHILL's fifth budget is a somewhat hum-drum affair in which the income-tax and super-tax payer has been sacrificed to the more numerous consumers of tea. To encourage tea drinking and to discourage enterprise by failing to relieve glaring inequities in direct taxation has little to commend it. But no doubt Mr. CHURCHILL has not noticed these inequities, for he claimed to be unaware that solicitors resented the requirements of s. 101 of the Income Tax Act, 1918, despite the fact that THE SOLICITORS' JOURNAL and other professional papers had frequently called attention to the matter.

A Vote for a Company.

THE VOTE, originally an exclusively masculine privilege, and now common to either sex, is still denied to the sexless company, which of course is nevertheless subject to taxation. In constituencies like Poplar, where most of the rates and taxes appear to be paid by limited companies or other statutory corporations, their boards are reported to feel, perhaps naturally, some grievance about such a state of affairs. In two recent instances at Finsbury an attempt has been made to rectify that grievance, and the issue has materialised in separate cases brought as tests before the Court of Appeal. Directors of two limited companies applied for registration of their votes in respect of tenancy agreements with them for rooms as business premises at the offices of the companies. The registration officer allowed the claims, which were sustained on appeal by the county court judge. Mr. A. J. FROST, a member of the Finsbury Borough Council, appealed to the Court of Appeal, presumably under s. 14 (2) of the Representation of the People Act, 1918, which provides for an appeal to that court, but not further. The Court of Appeal, SCRUTTON, L.J., dissenting in the first case, have upheld the decision of the county court judge, so the law is laid down subject only to alteration by Parliament. In the first case, that of a Mr. CASLON, his business was admittedly that of the company which employed him only, though he wrote a few private letters at his desk. In the second case a Mr. WILKIN claimed to carry on some independent business of his own, in addition to his services to the company which was his landlord. SCRUTTON, L.J., held that Mr. CASLON carried on the business of the company, and not his own "business, profession or trade within s. 1 (3) of the Act." He also said there was material to find that the tenancy agreement was merely colourable, though for the purposes of his judgment he followed the court below, and treated it as genuine. The other judges held that Mr. CASLON was conducting his own business and none the less so as a servant of the company. In effect his business was the company's business. All the judges held, following decisions on the Rent Restriction Acts, that a room was "premises." "Occupation" has of course been held to mean exclusive occupation under the Act of 1832 : see *Downing* v. *Luckett* (1847), 5 C.B. 40 (though of course there might be exclusive occupation by joint tenants). This would mean that the tenant would have the right to lock out even the superior officers of the company, and therefore the office boy's stool would not qualify him for a vote. In *Mackay* v. *McGuire* (1891), 1 Ch. 250, it was held that a tenancy at will qualified for the franchise. It is of course unnecessary to add that a board of directors could not dictate to their tenant the way he should vote, though they might have a shrewd idea of his political views before they conceded him his tenancy agreement.

The Right of Sterilisation.

A REMARKABLE passage in the hearing of an otherwise commonplace charge of drunkenness and assault is reported from Old-street police station. The prisoner was a young man, and a representative from the London County Council had seen him, and was prepared to make an order concerning him under the Mental Deficiency Act, 1913. The county council was also prepared to place him in an institution. Mr. JENKINS, who defended, appealed that he might be set at liberty, that being the wish of his relatives. Mr. CLARKE HALL demurred on the ground that, if free, he might become the father of other mental defectives. The prisoner's brother assured the magistrate that he would not marry, to which Mr. CLARKE HALL objected that, nevertheless, he might have children. Mr. JENKINS is reported to have asked the brother if he was prepared to have the prisoner "medically treated." The brother is reported to have assented, and Dr. WILLIAMS, medical officer to the London County Council, to have observed that "it would be rather a new process in this country." If the conversation occurred as reported, comment may be made that, assuming "medically treated" meant "rendered incapable of procreation by operation," Dr. WILLIAMS understated the matter. There need be no hesitation in stating that such a process would be an illegal operation, and even discussion of it in a court of law as a practicable course appears surprising. It is understood, no doubt, that the operation in question is not the barbarity inflicted by jealous medieval husbands on guilty lovers, and even now used for various reasons in the East, but a minor one, entailing a minimum of pain and discomfort, and no appreciable after-effects, other than that desired—in attaining which, presumably, it is as effective as the older method. A doctor who performed this operation on a person mentally incapable of giving assent would at the very least be guilty of a serious assault or unlawful wounding. It may also be laid down with some confidence that, even in the case of a person capable of giving assent and doing so, the operation would amount to assault in a country where the law forbids consent to that minor form of battery, with temporary instead of permanent result, known as the "knock-out." Whether the person consenting would be guilty of "self-mayhem" is perhaps an academic question, but it may be suggested that the Sovereign is entitled to rely on his subjects to ensure their continuance—indeed, they only can bring about that result. Whether the law should be changed in respect of mental defectives, and perhaps criminals, etc., is, of course, a highly controversial matter, which Mr. NEVILLE CHAMBERLAIN has wisely postponed until after the election. It is understood that some American States are trying the experiment of sterilising the alleged unfit, perhaps spurred thereto by the criminal and medical history of the ill-starred JUKES family. Sterilisation is, of course, as irrevocable in its way as hanging, and the definition of unfitness an extremely difficult matter. Such an experiment, therefore, is certainly not one to be adopted in haste.

Nuisance by Sulphur Fumes.

RECENT CORRESPONDENCE and articles in *The Times* have drawn attention to the anxiety felt in certain quarters as to the possible effect on Central London of sulphurous fumes from the new electricity generating station to be built at Battersea. Reference has been made to our present inability to prevent the polluting of the atmosphere by these fumes, except by complicated and expensive processes, and it has been pointed out that although competent critics appreciated that the site in question, already purchased, was eminently suitable from the London Power Company's point of view, they, the critics, thought that the wiser course would be to erect the station

on a site where it would cause no nuisance. Injury to certain classes of stonework, and to some vegetation, are, *inter alia*, the proved results from sulphurous fumes, and stringent obligations concerning nuisance have been placed on the Company, who, it is stated, have arranged for co-operation between chemists and engineers with a view to fulfilling these obligations. The question of liability for damage caused by sulphurous fumes from an electrical station has been before the courts on more than one occasion. In the comparatively recent case of *Farnworth* v. *Manchester Corporation*, 72 SOL. J. 582, the operation of an injunction to restrain the defendant corporation from continuing a nuisance of this nature was suspended for twelve months to enable the corporation to adopt measures to terminate or mitigate the nuisance. The trouble and expense necessarily caused to the corporation as the result of that decision should exercise a restraining influence on the undertakers of similar electrical installations and impress upon them, in their own interests, the absolute necessity of ensuring that they cause no nuisance to adjoining property occupiers or owners. Without expressing any opinion on the capability of the London Power Company to fulfil their obligations with regard to nuisance in respect of the proposed Battersea power scheme, one cannot but appreciate the enormous liability for damages they might incur, in such a thickly-populated area, in the event of their failure to prevent nuisance. It is pre-eminently a case for the most careful consideration.

The Unappetising Shop Provisions.

AN ADVOCATE called in recently to put the best light possible on the unlawful default of a shop-keeper who had sold towards eight, what might only be sold before seven, commented amusingly on the Shops Acts. "These provisions," he said, "satisfying and wholesome in themselves, have become encased in a thick crust of regulations, orders and arbitrary exemptions and the result is a concoction very difficult even for a lawyer to digest and to the general public thoroughly unappetising and repellent." Many a true word is spoken in jest. Is not this at the root of the dissatisfaction the Shops Acts have created? Few people would deny that their object—to give reasonable hours to shop assistants—is a worthy one; but equally few are not astonished and irritated by the mass of petty and restrictive legislation which has been considered necessary to attain this object. In trying to please everyone, the Legislature has upset everyone. It has attempted to anticipate the hard case and it would have been much wiser to have left this to the common sense of the magistrates and the authorities responsible for the enforcement of the Acts. The trouble is not so much that we are restricted as that we never quite know what the restrictions are. Few people get angry and write to the papers because they cannot get a drink after time. Dozens on the other hand are stirred to the depths because they are refused some unconsidered trifle—a packet of gramophone needles, to take an example that has caught the public eye—after a certain hour. Yet other things being equal, we should expect passion over a glass of beer more readily than over a packet of gramophone needles. The probable explanation is that the law relating to the sale of drink is simple and except for the limited choice of hours, unvarying. It has remained so for many years now, and has thus had a chance to sink deep down into the national consciousness, whereas the fact that this article or that cannot be sold after a certain hour, no sooner gets half-rooted, than some well-intentioned meddler brings out another regulation amending it. Something simple on the lines of the Licensing Acts, decreeing a single closing hour for all shops, is, perhaps, more than can be hoped for now, but, at any rate, an attempt might be made to do away with many of the complexities which have been added, and which are the cause of much of the present confusion and friction.

Criminal Law and Police Court Practice.

ANOTHER ASPECT OF THE MATTER.—The *Bolton Journal* gives prominence to a statement that the Manchester stipendiary magistrate intends to introduce a system whereby the magistrates will decline to issue summonses in matrimonial cases until both parties have seen the probation officer or court missionary, and have shown that there is no chance of reconciliation. The *Bolton Journal* also gives particulars of an interview with an experienced solicitor, who takes the point that people are entitled to have their cases heard by the court and apprehends that injustice may result from a sort of informal trial in private.

The reference of domestic troubles to missionaries is no novelty. It has been tried, and is still practised largely in many London courts. If, indeed, there should arise a practice approaching the substitution of such a reference for a hearing by the Bench, against the will of either party, it would give good ground for complaint, and an application for a writ of *mandamus* to compel the magistrate to issue a summons, or, at any rate, to exercise his discretion judicially, might be successful. This, however, is not what we have always understood to be the position. Magistrates often adopt the plan of asking the parties to see a probation officer or missionary after having listened to the application, suggesting that the missionary should go into the facts more fully than can be done in court, and then should report to the magistrate the result of the interview. The magistrate then decides whether to grant a summons or to suggest to the applicant that a reconciliation should be attempted. If the applicant still prefers to have the case tried in court it would seem proper if she has made out a sufficient cause of complaint, to grant a summons; the good offices of a mediator can hardly be forced upon unwilling parties with propriety or hope of success.

So long, therefore, as the Bench is careful not to delegate its own discretion to other people, we consider that the plan of suggesting friendly intervention is sound and hopeful. According to particulars published in respect of some courts, results have been satisfactory. The object of the system, we take it, is not, as is sometimes suggested, to save the time of overburdened courts, but simply to attempt reconciliation before a public hearing, and consequently intensified ill-feeling, have made the prospect hopeless. It is, in short, an informal expedient in courts of conciliation without legislative sanction; and because it has no such sanction it must needs be conducted with scrupulous regard to the legal rights of the parties.

*THE CRIMINAL STATISTICS FOR 1927.—The fact that we are only now able to be put in possession of the statistics for 1927 is easily explained by an examination of the formidable tables of figures incorporated. Their compilation, followed by the work of comparisons and deduction, must always be a lengthy business.

The results are interesting. Leaving out 1926 as an abnormal year, 1927 shows the highest rate per 100,000 of the estimated population, of indictable offences known to the police for many years past; it is thought that this may be partly due to lingering effects of the general strike.

As to homicides, the numbers are falling, although the population is increasing, and "unsolved murder mysteries" tend to diminish almost to vanishing point. We agree with the official statement that "observers at home and abroad, whatever their views on capital punishment, agree that the strongest deterrent is the certainty of being found out and dealt with." Of twenty-four persons sentenced to death, nineteen were actually executed.

Several offences show a rise, but this, we suppose, may be due as much to increasing vigilance in the matter as to

* H.M. Stationery Office, 4s. net.

increasing depravity. Such offences as burglary and housebreaking show prevalence; this, one may surmise, is partly attributable to the use by criminals of motor cars which speed up their operations and enable them to get away quickly with their plunder.

Of 65,163 persons charged with indictable offences, only 7,242 were committed for trial; of the remainder 56,275 were dealt with summarily—a striking proof of the reluctance of defendants to claim their right to trial by jury, prompted often, no doubt, by a desire to "get it over."

It is gratifying to note that 472 persons were committed to convenient assizes or quarter sessions under s. 14 of the Criminal Justice Act, 1925, and other provisions designed to provide expeditious and fair trials.

Probation is now being steadily employed, not only in cases of summary jurisdiction, in which, naturally, it is most often appropriate, but even at assizes and quarter sessions, where offences are generally graver or offenders are less hopeful material. Further leniency appears from the fact that of 510,662 persons fined, only 14,921 went to prison in default of payment. This is obviously better from every point of view than the old way of summarily refusing time to pay and sending to prison the many who could not pay on the spot.

Whenever the number of persons tried for indictable offences tends to rise, the number prosecuted for summary offences over a like period shows a decrease. This, as the introductory note points out, would make it appear untrue that the police are failing to follow up serious crime and devoting themselves instead to proceedings for less serious offences. At the same time, and without imputing any blame to the police, it can still be urged that if such problems as the regulation of traffic did not make such heavy demands on the police they might do even more than at present in the suppression and detection of crime.

A striking example of the way in which laws are enforced or ignored in different localities is furnished by Sunday trading proceedings. Of 29,623 charges in 1927, no fewer than 19,720 were brought in the county borough of Kingston-upon-Hull.

We note only one other point of the many matters of interest contained in the Statistics. The amplified jurisdiction given by the Criminal Justice Act, 1925, to petty sessional courts in trying indictable offences summarily has diminished the questionable practice of reducing indictable offences to summary offences in order to avoid a committal for trial. This naturally has its effect upon the tables of figures: an increase in cases of malicious wounding is without doubt due to the fact that magistrates have dealt with many of these as wounding instead of trating them as common assaults.

Everyone who is interested in the subject should peruse the Statistics for himself and try to draw his own conclusions. They are sufficiently exhaustive to enable safe comparisons to be made and to justify the formation of arguments as to policy.

Short Sentences.—*The Birmingham Post* reports a case before the stipendiary magistrate at Grimsby in which a lad of sixteen years of age who shot at some girls with an airgun is said to have been committed to prison for three days for assault and fined five shillings for using a gun without a licence.

Section 13 (1) of the Criminal Justice Administration Act, 1914, reads: "No person shall be sentenced to imprisonment by a court of summary jurisdiction for a period of less than five days." Sub-section (2) goes on to substitute police custody, in suitable places certified by the Secretary of State, for imprisonment for periods of not more than four days. Doubtless the sentence of the learned magistrate was to police custody for three days.

So far as we are aware, the use of such "suitable places" is by no means general throughout the country. Modern policy is dead against short sentences for young offenders. It is constantly said that a short term is quite useless as a means of reform—even when it is weeks, and not days—and that its principal effect, only too often, is to remove that dread of the unknown which is calculated to act as a deterrent to potential offenders who have never known what it is to be in custody.

A Voluntary Bill of Indictment.

An incident which occurred at the Central Criminal Court last week has drawn attention to the common law right of any person to present a bill of indictment to the grand jury. The right extends to proceedings against all offences except those which are specified in the Vexatious Indictments Act, 1859, and in certain later Acts. The more usual practice in all cases, as is well known, is to commence proceedings by swearing an information before a magistrate. The only remedy of a person against whom a false accusation is made is an action for malicious prosecution, the difficulty of which is increased by the requirement that the plaintiff shall prove that the prosecution had not "reasonable and probable cause" for his proceedings.

The exceptional cases to which the Act of 1859 applies are perjury and subornation of perjury, conspiracy, obtaining money on goods by false pretences, indecent assault, and keeping a gaming house or a disorderly house. To these have been added in later times the offences of misdemeanour under the Debtors Act, 1869 (such as concealment of property from a trustee in bankruptcy or creditors, absconding with property, and fraudulently obtaining credit), the Criminal Law Amendment Act, 1885, and Pt. II of the Children Act, 1908 (which deals with the prevention of cruelty to children and young persons). Similar rules apply to the forgery of trade marks, the application of false marks and descriptions to goods, and similar offences under the Merchandise Marks Act, 1887, and the Acts amending it; to corrupt transactions with agents under the Prevention of Corruption Acts, 1906 and 1916; and to incest under the Punishment of Incest Act, 1908. In these cases no bill may be presented to a grand jury without preliminary proceedings before a justice of the peace, unless the prosecution has been directed by one of the law officers of the Crown, or in the case of perjury by some other official having power to make such accusation. Judges also have power to direct a prosecution; but it is more usual for them, even in cases of perjury, to direct papers to be sent to the Public Prosecutor in cases which come before them in the course of their official duties, and in which they think it probable that an offence has been committed.

Where an information is laid before a justice of the peace in one of the exceptional cases above referred to, and the justice after a preliminary inquiry refuses to send the accused for trial, it is still open to the prosecutor to demand to be bound over to prosecute. If he adopts this course he will be able to take the case before a grand jury; but if the accused is not convicted the prosecutor may be ordered, under an Act of 1867, to pay the costs of the accused and of his witnesses.

The criminal offence of libel in a newspaper is in an entirely anomalous position, for by s. 8 of the Law of Libel Amendment Act, 1888, no criminal prosecution may be commenced against any proprietor, publisher, editor or any person responsible for any libel published therein without the order of a judge at chambers, and such an order can only be obtained by summons to the person to be charged, who is entitled to be heard in opposition.

Mr. Francis G. Joseph, M.A. (Oxon), solicitor, has been admitted to the Livery of The Musicians Company. Mr. Joseph was admitted in 1908 and is a member of the firm of Tamplin, Joseph, Ponsonby & Ryde, solicitors, 165 Fenchurch-street, E.C.3, and 45 Russell-square, W.C.1.

Liability to Repair Walls at the Side of a Highway.

By Mr. PERCY C. LAMB, Barrister-at-Law.

It not infrequently happens that a wall dividing the adjoining land from a highway falls into disrepair and a dispute arises as to upon whom the burden of repairing the wall lies.

Section 22 of the Public Health Act, 1925, has to some extent created a statutory duty upon the owner of adjoining lands to repair a retaining wall which is in need of repair.

The section runs:—

(1) The urban authority may give notice to the owner or occupier of any lands abutting upon any street within their district which is repairable by the inhabitants at large, requiring him, within twenty-eight days after the service of the notice, so to fence off, channel or embank the lands as to prevent soil or refuse from such lands from falling upon, or being washed or carried into the street, or into any sewer or gully therein, in such quantities as will obstruct the highway or choke up such sewer or gully.

(2) Any person to whom a notice under this section is addressed who shall fail, within twenty-eight days after service of the notice, to execute the works therein specified shall be liable to a penalty not exceeding five pounds and a daily penalty not exceeding twenty shillings.

It should, however, be observed that this section is one of those forming part of the adoptive portion of the Act, and that it cannot be applied unless, and until, the council of the district concerned have passed the necessary resolution under s. 3 of the Act; and further, in case of urban districts whose population is less than 20,000, only after the consent of the Minister of Health has been obtained.

In districts where the above quoted section has not been adopted, a wall which is necessary for the proper maintenance of a highway becomes part of the highway and is repairable as such; and this is so even where the highway authority have acquired an easement to support from the wall. See *Stockport* v. *Grant*, 51 L.J., Q.B. 357.

Whether or not a particular wall becomes part of a highway, is always a question of fact for the jury. If a jury are satisfied that such a wall is part of the highway and has endangered the highway by reason of non-repair, then the inhabitants of the parish on which the highway is situated may be convicted on indictment: *R.* v. *Lordsmere*, 54 L.T. 766. See also *Sandgate U.D.C.* v. *Kent C.C.*, 15 T.L.R. 59, as to the extent of repair necessary. The application of the *Sandgate Case* is not affected by *A.-G.* v. *Staffordshire C.C.* [1905], 1 Ch. 336, which relates to the form of remedy when there is a liability to repair.

Speaking generally, walls at the side of a highway are either built to keep back the soil of adjacent land on a higher level than the roadway, or to prevent the soil of the highway falling into the adjacent land at a lower level than the highway.

As has already been pointed out—apart from liability to repair that arises *ratione tenuræ*—it is always a question of fact whether or not a wall forms part of a highway.

If a wall is necessary (i) for the support of a highway, or (ii) for the protection of the highway, the liability to repair will, as a general rule, fall upon the highway authority unless they have adopted s. 22 of the Public Health Act, 1925.

It should be pointed out that this section will only appear to be applicable for the case of a wall built to prevent soil from a higher level falling into the highway, and that walls built to support the highway itself remain repairable by the highway authority, even where the section has been adopted.

Reference may be made to the case of *Gully* v. *Smith*, 12 Q.B.D. 121, where the owner of adjacent land was held liable to penalties under s. 72 of the Highway Act, 1835, for allowing his soil to fall into a highway so as to cause an obstruction. At first sight, it would appear that proceedings under the Highway Act might be an appropriate method of making an adjoining owner repair a wall, even when the wall is undoubtedly part of the highway.

It was, however, unfortunate that no reference was made in *Gully's Case* to s. 26 of the Highway Act, 1835, which provides: "If any impediment or obstruction shall arise in any highway . . . from the falling down of the banks on the side of such highway, or from any other cause, the surveyor is required from time to time, and within twenty-four hours after notice thereof from any Justice of the Peace of the County in which the parish may be situate, to cause the same to be removed."

Where the district council are the highway authority they are the surveyors of highways (Local Government Act, 1894, s. 25; Public Health Act, 1875, s. 144), and the notice may accordingly be served on them.

It seems, therefore, that, in practice, retaining walls at the side of a road (for "street" has a very wide meaning in the section, *q.v.* Public Health Act, 1875, s. 4), in a district which has adopted s. 22 of the Public Health Act, 1925, will have to be maintained by the adjoining owner even where the wall is, in fact, part of the highway; whereas in districts where the section is not in force the liability will remain upon the highway authority.

On the other hand, walls below the level of the road and necessary for the support and maintenance thereof are not affected by the section and are repairable by the local authority, unless it can be shown that they neither form part of the highway, nor are necessary for its maintenance: see *Sandgate U.D.C.* v. *Kent C.C.*, *supra*.

How the Expense of Legal Proceedings could be Reduced.

[Contributed.]

IV.—(*Continued from p.* 247.)

I now come to a very special matter.

There are certain leaders at the Bar whose eminence enables them to command specially high fees; and, of course, any man, if he think proper, is entitled to say that he will not work for less than a certain remuneration. Arising out of this there is one matter to be considered. When a leader of this eminence is originally briefed, or brought in subsequently, the clerks of the other counsel are apt to say that their fees ought to be levelled up so as to be in proportion to his. They cannot show any authority for this demand, in fact, authority is decisively the other way. There was a case which is reported under the name of "*Re Harrison*," and arose out of a heavy action tried before V. C. Bacon, which lays down that what is called the "two-thirds rule" does not apply to fees where the fees of a leader are unusually high; and there was a case seven or eight years ago (the name of which escapes me) decided by Lord Justice Lawrence, then a judge of first instance, which, though imperfectly reported, is an authority to the same effect. This matter, therefore, is one in which the solicitor must protect his client. If, after this, any clerk should seek to level up his fees in proportion to those of a star counsel, the solicitor should bear in mind that if he accede to this he will stand a very good chance of having to pay the increase of the fees out of his own pocket. For in a taxation of his bill by the client I do not doubt that the excess would be disallowed, unless the solicitor could show that he had received the prior authority of the client to increase the fees, after he had been warned that he was under no obligation to do so. It is well that the judicial decisions should be generally known. But now that attention has been called to this irregularity, I do not suppose it will occur again.

The refreshers to counsel which fall due daily during the trial of a witness action, are now greater than they used to be when I was in practice, and far greater than the nominal amounts mentioned in the rule of court. Those who are still

in practice will be able to judge far better than I, whether the payment of heavy refreshers has a tendency (unconsciously, of course) to prolong the proceedings. It must not be taken that I am altogether opposed to substantial refreshers, or that I would advocate a strict application of the rule of court by the Taxing Masters. I should require to know the views of others before making up my mind. Perhaps here, as in most situations that we come across in life, it may be said that "the truth lieth in the mean."

There should be a strict rule that counsel's clerks are not to divulge to one another the fees that have been marked upon their briefs, easy and pleasant as it is to speak with a friend through the telephone on a subject of mutual interest. It by no means follows that the briefs ought to bear fees of equal amount; the case of one party may be much more difficult than the other, and involve far more labour to get up and to conduct in court. And, what is really rather serious, to divulge the fee to the other side may work an injury to the client. For example, if plaintiff's counsel, whose brief is marked fifty guineas, gets to know that there is a fee of only ten guineas on the defendant's brief, he becomes aware that the latter is not prepared to fight the action, and has a great advantage in the negotiations which may be expected to take place.

I do not think it can be said that barristers' clerks (except those who serve the star counsel) have, since 1883, been very well paid; indeed, the incomes of some of them must, I fear, be very small. I have found them to be a very reserved body of men, with rather fixed and conservative ideas. I do not know if they belong to any union or association, or who among them prescribe their principles of conduct, or by what sanctions their code of honour is maintained. I have no idea what would happen if a clerk were to commit the grave professional offence of seeking to obtain payment of unauthorised or improper fees.

I have the temerity to put forward the following rules of etiquette for the consideration of the profession.

In fixing counsel's fee the solicitor must bear in mind that he has a duty to counsel as well as to the client. He must fix a fee which is adequate and not excessive; the proper fee, by which he is prepared to abide, and to justify before the Taxing Master if need be.

The subject of counsel's fees should not be discussed except at the instance of the solicitor. If the fee be inacceptable, the brief should be returned. Counsel's clerks should not divulge to the other side, or to anyone, what fee has been marked upon the brief.

These suggested rules of etiquette are modelled upon the restrictions which Lord SELBORNE imposed upon his clerk. They could be made effective by the silent resolve of the solicitors and the Bar.

I do not think that my proposals, if carried out, would injuriously affect the interests of my old profession. Indeed, I am of the rather confident opinion that, in the course of time, it would be just the other way; and I believe that those who take the long view will agree with me. Men of the highest standing in the world of business have recently impressed upon us that increased turnover and increased profit are sure to follow upon increased efficiency and increased economy, and that powerful aids to these are to be found in a spirit of goodwill among the workers, and a feeling of confidence between employer and employed.

* * * * * * * *

Let no one question the motives that have prompted me to write. I have no axe to grind. I can have no expectation of gaining an advantage to myself. But I have had exceptional opportunities for observation, and those who stand on a modest elevation have a better view of the landscape as a whole than those upon the mountain top.

I have given much thought to the subject of this paper, and the latter part of it has been difficult to write; but in the detachment of my leisure I occupy a position of independence and find the freedom to express my thoughts without constraint. I trust that I have written no word that could give offence.

My hope is that these very frank criticisms may prove to be of service to the general public, and be regarded as put forward in the true interests of that great profession in which my active working days were passed.

New times demand new measures.
The world advances, and, in time, outgrows
The laws which in our fathers' days were best,
And, doubtless, after us some purer scheme
Will be thought out by men wiser than we,
Made wiser by the steady spread of truth.

A Conveyancer's Diary.

Following the last two issues, I propose now to consider the meaning of various words and phrases commonly met with in wills.

Meaning of Words in a Will.

The word "money" and such expressions as "all my money" or "all the residue of my money" were discussed in the issue of the 13th April and the meaning of "securities" was considered in the issue of the 20th April

I now turn to some other words and expressions which often occur in testamentary instruments although not, speaking generally, of so much interest as those to which attention was directed in the last two articles.

Let me take in the first place a case where the testator desires to make an absolute bequest of all his furniture and household goods. I have endeavoured to use language which the ordinary business man would naturally adopt. It may well be, however, that by a gift in those terms everything would not pass which the testator intended to include in it. If a compendious bequest is desired it is usually best to begin with general words, such as "all articles of household, domestic or personal use or ornament," and follow with "including," etc., thus avoiding the operation of the *ejusdem generis* rule, the application of which in the past would often have caused great surprise to testators whose wills were being construed had they known of it. To enumerate personal chattels and add "and all other," etc., brings the rule into play and may have results other than that which the testator intends. It cannot, of course, be too strongly emphasised that it is, in every case, a question of construction and that language used in one will may be construed differently in another. The testator's circumstances and the amount and nature of the property with which he has to deal in his will are material elements. At the same time it is useful to see what construction the courts have put upon certain words and expressions. Thus the word "goods" or the expression "goods and chattels," in the absence of a controlling context, would be sufficient to pass the whole of a testator's personal estate (*Kendall* v. *Kendall* (1828), 4 Russ. 360); but may be controlled by the context so as to have a more restricted meaning (*Manton* v. *Tabois* (1885), 30 Ch.D. 92, a case in which the *ejusdem generis* rule was applied). Again, the word "effects," taken by itself, will usually suffice to pass the whole of the testator's personal property, but if used in connexion with "household furniture" or in relation to a particular house or place may be confined to a much less general meaning. This will particularly be so if the gift is followed by a bequest of other personal property, showing that the words were not used in the widest sense (see *Rawlings* v. *Jennings* (1806), 13 Ves. 39, another case where the *ejusdem generis* rule was applied, with the result that there was a partial intestacy). It seems clear that "effects" will not include real estate unless there is some strong context extending its ordinary meaning. The contrary appears to have been the opinion of Lord Mansfield, who in *Hogan* v. *Jackson* (1775), Cowp. 299,

seems to have taken the view that "effects" would *prima facie* include real estate, but later authorities show that the word will only carry personal estate in the absence of any indication to the contrary (see *Camfield* v. *Gilbert* (1803), 3 East. 510; *Doe, d. How* v. *Earles* (1846), 15 M. & W. 450; *Doe, d. Hick* v. *Dring* (1814), 2 M. & S. 448; *Hall* v. *Hall* [1892], 1 Ch. 361, per Lindley, L.J., at p. 365).

A bequest of "shares" in a company will in general be confined to holdings in the company which strictly fall within that description, and will not include stock, but if stock be substantially the same as shares the stock will pass: (*Morrice* v. *Aylmer* (1875), L.R. 7 H.L. 717. The word "shares" will not pass debenture stock: *Dillon* v. *Atkins* (1885), 17 L.R. Ir. 686 C.A.; *Re Bodman* [1891], 3 Ch. 135; but may do so if the context be such as to indicate that intention: *Re Connolly, Walton* v. *Connolly* [1914], 110 L.T. 688. On the other hand "stock" will not include shares: *Re Willis; Spencer* v. *Willis* [1911], 2 Ch. 563.

The gift of a "business" or "share in a business" has given rise to difficulties of construction. In *Re Beard; Simpson* v. *Beard* (1888), 57 L.J. Ch. 887, it was held that the "right share and interest" of the testator in a business in which he was a partner did not carry a debt due from the firm to him. On the other hand book debts will generally pass (*Stuart* v. *Bute* (*Marquis*) (1813), 11 Ves. 656) and a share in capital and undrawn profits: *Re Barfield; Goodman* v. *Child* [1901], 84 L.T. 28. The last-named case was peculiar in this, that the business was that of a solicitor and there is for all practical purposes no goodwill attaching to such a business (*Arundell* v. *Bell* (1883), 49 L.T. 345), this gift would therefore, have been ineffectual if not including the money standing to the testator's credit on capital account or as representing undrawn profits.

In *Blake* v. *Shaw* (1860), 8 W.R. 410, it was held that a gift of "the goodwill of my business in A-street, also the plant," included the leasehold premises upon which the business was conducted (such premises being held at a rack rent for the purposes of the business only), and also the trade fixtures, but not the stock-in-trade.

In *Re Heaton; Heaton* v. *Heaton* (1882), 30 W.R. 702, a testator devised and bequeathed his whole property to trustees upon trust to invest such part as they should think fit in his business, and carry on the same until his son should attain the age of twenty-one years, and out of the profits to pay an annuity to his widow and directed his trustees when his son should attain the age of twenty-one, to transfer the business to him. The business was carried on in a freehold shop. It was held that the direction to transfer the business did not pass the freehold shop.

It is, therefore, purely a question of construction whether in a gift of a business the premises upon which it is carried on will pass and, as appears, different considerations will apply if the premises are freehold or held upon an advantageous tenancy from those which will prevail if the premises are held at a rack rent for the purposes of the business only. It seems, also, that stock-in-trade does not necessarily follow the bequest of the goodwill of a business.

Another word which may be mentioned as having been the subject of judicial decision is "funds," which, *prima facie*, means public funds of the United Kingdom and forming part of the National Debt (see *Slingsby* v. *Grainger* (1859), 7 H.L. Cas. 273; cf. *Brown* v. *Brown* (1858), 6 W.R. 613; *Howard* v. *Kay* (1858), 27 L.J. Ch. 448; *Wilday* v. *Sandys* (1869), L.R. 7 Eq. 455).

A more practical problem, from the modern point of view, arises with regard to the meaning of "consumable stores," an expression which is to be found in most of the precedent books in forms of bequests of furniture, etc. Cases to be consulted are *Groves* v. *Wright* (1856), 2 K. & S. 347, 351; *Cockayne* v. *Harrison* (1872), L.R. 13 Eq. 432; *Breton* v. *Mockett* (1878), 9 Ch.D. 95; Farming stock and implements of husbandry are not "consumable stores" (*Myers and Others* v. *Washbrook* [1901], 1 Q.B. 360), nor are deer in a park (*Paine* v. *Countess of Warwick* [1914], 2 K.B. 486). Cf. *Re Powell* [1921], 1 Ch. 178.

Then there is the word "estate." In *Bridgwater* v. *Bolton* (1703), 1 Salk. 236, at p. 237, Holt, C.J., said: "The word 'estate' is *genus generalissimum*, and includes all things real and personal." See also *Hamilton Corporation* v. *Hodsdon* (1847), 6 Moo. P.C.C. 76, 82; *Hamilton* v. *Buckmaster* (1866), L.R. 3 Eq. 323, 327.

Before parting with this subject of the meaning of words and expressions in wills, I ought to draw the attention of the reader to the definitions in the A. of E.A., 1925, c. 23, s. 55 (1), especially to that of "Personal chattels" (*ibid.* sub-s. (x)). It must, however, be borne in mind that the definitions there given apply only to the words or expressions as used in the Act, and although, no doubt, useful *arguendo* in questions of construction of deeds or wills, are by no means conclusive.

The definitions in the L.P.A., 1925 (c. 20), s. 205 (1), may also (with the same reservation) be referred to.

Landlord and Tenant Notebook.

Rights of Statutory Tenant to Assign by Will.

A propos of the comments made, *ante*, p. 215, on the decision of the Court of Appeal in *John Lovibond and Sons Ltd.* v. *Vincent*, to the effect that a statutory tenant has no power of assigning by will, such interest as he may have in the premises under the Rent Restrictions Acts, a correspondent kindly calls our attention to the case of *White* v. *Cooper*, which was tried early in 1925, before His Honour Judge Amphlett, K.C., and which is reported in the "Birmingham Property Owners Journal" for June, 1925, and points out that an exactly similar point to that raised in *John Lovibond & Sons Ltd.* v. *Vincent*, was raised in *White* v. *Cooper*, so that it is not quite accurate to say that the point in question came up for consideration by the courts for the first time in the former case.

From the report of the case of *White* v. *Cooper*, however, it appears that the executrix and beneficiary under the will of the deceased statutory tenant had not lived on the premises prior to the death of such tenant, so that the provisions of s. 12 (1)(*g*) of the Rent Act of 1920 could not possibly have applied. But this appears to be the only difference between the two cases, a difference, however, which is in no way material, since in *White* v. *Cooper* the question had expressly to be considered whether the interest of the statutory tenant passed under his will to the executrix and beneficiary to whom she had purported to assign it.

The material facts in *White* v. *Cooper* were briefly as follows:

A statutory tenant of premises consisting of a shop and dwelling-house died leaving a will whereby she appointed her niece, who, however, was not living on the premises with her, sole executrix. By a subsequent codicil, the testatrix bequeathed the goodwill of the business carried on by her at the shop to her niece, but no reference was made therein to the tenancy of the premises.

It was held that the niece was not entitled thereby to the benefit of the tenancy of the premises on the ground that while the benefit of a contractual tenancy might, the benefit of a statutory tenancy, could not, pass to the personal representatives of the tenant, on his death, so that the niece was not entitled to retain possession of the premises.

It will be observed, therefore, that the point in this case was exactly similar to that raised in *John Lovibond & Sons Ltd.* v. *Vincent*.

With regard to the latter case, as has already been pointed out (*ante*, p. 215), the effect thereof apparently is to exclude the personal representatives, or a beneficiary under the will of the statutory tenant, from availing themselves of the provisions of s. 12 (1) (*g*) of the Rent Act of 1920, when the statutory tenant has died leaving a will and has not therefore died "intestate."

The point, however, does not appear to have been expressly taken in *John Lovibond & Sons* v. *Vincent* that the defendant in that case was entitled to remain in possession of the premises by virtue of the provisions of s. 12 (1) (*g*) of the Rent Act of 1920, notwithstanding that the statutory tenant died leaving a will, and one would have liked to have seen the pros and cons of this proposition carefully sifted and considered.

If one contrasts para. (*f*) with the latter part of para. (*g*) of s. 12 (1) of the Rent Act of 1920, and if, in the consideration of the application of those paragraphs, one bears in mind the nature of a statutory tenancy as it has been determined in *Keeves* v. *Deane* and *John Lovibond & Sons* v. *Vincent*, viz., that such a "tenancy" is entirely personal to the statutory tenant and that "it cannot be assigned *inter vivos* nor by will, there would appear reasonable ground for contending that para. (*f*) in so far as it purports to define the expression "tenant" is referring only to the contractual tenant, since by reason of the nature of the statutory tenancy, it would be inappropriate to define a statutory "tenant" as including any person from time to time "*deriving title*" under the original tenant.

On the other hand, the definition of "tenant" in the latter part of para. (*g*) of s. 12 (1) of the Act of 1920 would appear to be only appropriate for defining the "statutory tenant," since the "canons of descent" indicated in that paragraph are entirely different from the ordinary canons of descent, and since according to such decisions as *Mellows* v. *Low* and *Collis* v. *Flower*, it seems clear that these statutory canons will not be applied by the courts, on the death of a contractual tenant of premises within the Rent Acts, for on the death of such a tenant his interest will pass to his personal representatives, to his executors or administrators, as the case may be.

In that event, it may well be that the expression "intestate" in para. (*g*) is redundant, so that the provisions of s. 12 (1) (*g*) of the Act of 1920 should equally apply, whether or not the statutory tenant has died testate or intestate in the ordinary sense.

Our County Court Letter.

THE RESPONSIBILITIES OF DIRT TRACK PROPRIETORS.

In the recent case of *Barker* v. *Morley Motor Club* (*Racing Section*) at Leeds County Court, the plaintiff claimed damages for injuries sustained while he was a spectator at the defendants' sports meeting, held in a quarry leased for the purpose of a motor racing track. The configuration of the ground produced numerous thrills for spectators, and as the track was opened soon after the quarry had been leased, no fencing had been erected round the track at the point where the plaintiff was standing. During a race one of the motor cycles, with a side car, nearly left the track, and some of the spectators swayed backwards, and knocked the plaintiff over. The case for the defendants was that the motor cycle had neither left the track nor struck any spectator, and as the plaintiff had merely fallen over, on being pushed by other spectators, the promoters were not liable. His Honour Judge Woodcock, K.C., held that those who were responsible for such tracks must be presumed to have a knowledge of the risks involved, and must therefore take adequate precautions. For some curious and unholy reason, the performances seemed to attract in proportion to the risks taken by the riders, and it was the duty of the defendants to fence the places at which a machine might possibly run off the track, as was apparently about to happen when the plaintiff was injured. Judgment was therefore given for the plaintiff for £75 and costs.

In order to establish a right to damage in such cases, it is important to ascertain the precise relationship between the parties. In *Cox* v. *Coulson* [1916], 1 K.B. 177, the plaintiff had paid for a seat in a theatre, and was injured by a bullet fired by an actor from a pistol which should only have contained blank cartridges. The performance had been given by a touring company, but the plaintiff sued the lessee and manager of the theatre (who had issued the advertisements), and the county court judge gave judgment in the plaintiff's favour for £50 damages. The decision was based on the view that it was an implied term of the contract between the plaintiff and the defendant that all persons connected with the performance should exercise reasonable care, so that members of the audience should not be exposed to any danger which could be avoided by the exercise of such reasonable care. This judgment was upheld by reason of a division of opinion in the Divisional Court, but was set aside by the Court of Appeal. Lord Justice Swinfen Eady (as he then was) held that the above implied warranty was too wide as laid down by the county court judge, as the defendant would thereby be rendered liable for the negligence of the performers as if they were his servants, which was not the case. The defendant was also not liable as a joint adventurer with the head of the touring company, as the sharing of gross returns does not of itself create a liability under the Partnership Act, 1890, s. 2 (2). The result was that the defendant's duty was that of an invitor towards an invitee, viz., to use reasonable care to prevent damage from unusual danger which he knows or ought to know, and if the danger is not such that he ought to know of it, his liability does not include such a danger. Lord Justice Pickford (as he then was) and Lord Justice Bankes concurred in ordering a new trial, to ascertain whether the defect in the pistol was due to the negligence of the defendant or of some other person.

The last-named case was followed in *Sheehan* v. *Dreamland, Margate, Ltd.*, 40 T.L.R. 155, in which the defendants were freeholders of land let to owners of side shows. The defendants also published the advertisements, and issued tickets for, *inter alia*, the Luna Ball, a balloon upon which the plaintiff seated herself, but from which she fell on its being alternately inflated and deflated. Mr. Justice Avory gave judgment for £1,000 damages, on the jury's findings, but the Court of Appeal reversed the decision. Lord Justice Bankes pointed out that the parties were invitor and invitee, and that on the evidence (1) the structure was not unsafe, (2) the performance was not intrinsically dangerous, (3) it did not expose to danger those invited to see it. Lord Justice Scrutton and Mr. Justice Lush concurred in entering judgment for the defendants.

It will be observed that (1) an exceptional feature of the first-named case, *supra*, was that the injuries were actually caused by other spectators, although the damage was not too remote to entitle the plaintiff to recover; (2) if the injuries are caused by the collapse of a stand, the liability must be settled according to the leading case of *Francis* v. *Cockrell*, L.R. 5, Q.B. 501. It was there laid down that the plaintiff could recover damages against a member of a race committee, although the defendant was personally free from negligence, and a competent contractor had been employed to erect the stand.

Practice Notes.

MISTAKE IN CINEMA LICENCE.

An interesting point was raised when the owners of the Plaza Cinema, Portsmouth, were summoned for opening their premises for the exhibition of pictures on Sunday, the 24th March last, contrary to their licence under the Cinematograph Act, 1909, s. 2 (1). The case for the corporation was that in December, 1928, they had passed a resolution to permit cinemas in the city to be opened six days a week only, but the licence issued to the defendants, through an oversight, was made out on a form which contained a clause permitting Sunday exhibitions of certain kinds of pictures. The town clerk accepted responsibility for the acts of his staff in using the form, but as

soon as the mistake was discovered the defendants were asked by him to return their licence for correction. On their refusal to do so, he issued another licence in which the above clause was omitted, and he formally notified the defendants at the same time that the first licence was cancelled. The case for the defendants was that the second document was invalid, and could not cancel the first licence, which remained in force for one year under s. 2 (2) of the above Act. The prosecution successfully contended, however, that a resolution of the city council could not be abrogated by an act of any officer of the corporation, and the magistrates having held that an offence had been committed, imposed a fine of £5 and twenty guineas costs.

OVERCROWDING OF OMNIBUSES.

THE Divisional Court have upheld the decision of the Doncaster magistrates in *Kirkby* v. *Minty*, in which it was held that the appellant had committed an offence under the Railway Passenger Duty Act, 1842, s. 13, by overloading a motor omnibus at Rossington. The vehicle was licensed to carry twenty-six passengers, and on a certain wet night it had conveyed thirty-nine adults and ten children, but in view of the anomalous state of the law the bench imposed no penalty. The appellant nevertheless contended that there could be no prosecution under the above Act without the consent of the Commissioners of Inland Revenue, which, however, had not been obtained. The case for the respondent was that under the Stage Carriages, etc., Duties Act, 1847 (10 & 11 Vict., c. 42), s. 1, the collection and management of duties and licences in respect of stage carriages had been transferred from the Inland Revenue to the Commissioners of Excise, and that the overcrowding of an omnibus was not strictly a revenue matter. It was held by Lord Hewart, L.C.J., Mr. Justice Avory and Mr. Justice Swift, that the point of substance was whether the respondent had authority to prosecute without the consent of the Inland Revenue, and as he had such authority under the Inland Revenue Regulation Act, 1890, s. 21 (2), the appeal was dismissed. The anomalous state of the law had previously been revealed in *Dennis* v. *Miles*, 68 SOL. J. 755, in which a Divisional Court upheld the view that a vehicle may have a dual status, viz., a hackney carriage in a borough or urban district and a stage carriage in a rural district. A hackney carriage plate, indicating the seating capacity, is necessary under the Road Vehicles (Registration and Licensing) Regulations, 1924, 5th Sched., and a vehicle travelling in a county must also have painted thereon, in accordance with the first-named Act, *supra*, the number of passengers it is constructed to carry. Difficulties arise, however, when the number permitted under the bye-laws of a borough or urban district is different from that allowed in the same vehicle, when over the boundary, by a county council under the statute.

Legal Parables.

XXIX.

The Solicitor who took the Right Line.

THERE was once a solicitor who was fond of saying that the whole art of conducting cases consisted in taking the right line from the beginning. "Put yourself in your opponent's place," he would say. "Ask yourself what line he will take. Then counter his moves. You know how Treasury counsel do their prosecutions? No? Well, they prove their case and they also anticipate all the possible lines of defence and stop them up in advance. Very well! If you're for the defence, never mind whether it's a civil case or a criminal trial, try to disarm your adversary from the very start. Demolish every point as he makes them, or, better still, before he has done it. Don't let him build up a case; knock it down as he goes along."

One day he was sitting in the Pantheon, of which he was an honoured member, talking idly with a learned professor of philosophy, when he noticed that his fellow member had fallen asleep. The solicitor smoked while the professor slept. Suddenly, thinking his tobacco smelt rather strange, he noticed to his horror that his neighbour's trousers were smouldering; already a piece the size of a half-crown had burnt itself out. Glancing around hastily, he observed to his relief that the room was empty save for their two selves. Should he wake him and apologise? No, for the professor of philosophy was apt to take his own misfortunes unphilosophically and irascibly! Leave him to burn? No, for that might lead to unpleasant consequences. Very gently, without disturbing the professor's slumbers, he smothered the little bonfire. Then, hastily removing from his arm-chair the *Spectator*, the *Quarterly Review* and the *Christian Scientist*, with which he had been regaling himself, he replaced them with the *Sportsman*, the *Pink 'Un* and *Le Rire*, and tiptoed out of the club, murmuring "I'm sure that's the right line."

Several days later he ventured into the Pantheon and encountered his friend, clad in very new trousers. "Ah!" said the professor: "Glad to see you again. I have been wanting to tell you of an extraordinary experience that befell me last time we met. Most unpleasant, too! Shortly after you left me I fancy I must have dozed a little, having been in deep thought and feeling a little fatigued. When I awoke, to my consternation I discovered a hole of some magnitude in my garments, the effect of a recent conflagration, started, no doubt, by a carelessly dropped cigarette ash. The culprit, who hadn't the decency to remain to express his regrets and to tender compensation, was evidently one of those irresponsible young fellows, who, as I have often said to you, are hardly suited to a club of this kind. How do I know? Ah! my dear friend, it is not you lawyers alone who can be observant and draw conclusions. I detected the guilty one, or rather I identified the group to which he belongs, by the literature (if one may so debase the word) which he left behind on the chair which you, my friend, had so recently vacated."

"Wonderful!" ejaculated the solicitor, "I felt sure it was the right line."

Correspondence.

Sir Adolph Tuck, deceased: Attorney-General *v.* Public Trustee and others.

Sir,—On the 16th January, 1929, the above case, which was a test case brought by arrangement with the estate duty authorities, was heard before Mr. Justice Rowlatt, who held that freehold land subject to statutory trusts by reason of the existence of undivided shares was to be regarded as real property for death duty purposes under the provisions of the Finance Act of 1894 (s. 6 (viii)).

The late Sir Adolph Tuck and his brother, Mr. Gustave Tuck, were at the date of the death of Sir Adolph tenants in common in equal shares of freehold properties in the City of London.

The authorities claimed and required duty to be paid upon the deceased's undivided share of this freehold property before they would control the estate duty affidavit to lead to probate on the grounds that, by virtue of the Law of Property Act, 1925, the land had become vested in the deceased and his brother as joint tenants upon statutory trusts for sale, and was therefore to be treated as personalty.

The duty, which was considerable, was paid under protest, and thereafter by arrangement with the Attorney-General the above proceedings were brought.

Our clients, the executors, contended that by virtue of s. 16 (4) of the Law of Property Act, 1925, for the purposes of estate

duty the land must still be treated as realty and as not converted into personalty, and they also relied upon Pt. 5 of the Administration of Estates Act, 1925, s. 53 (iii).

There had been a previous decision of *In re Wheeler*, 1928, W.N. 225, and *Re Mellish*, unreported, but the Commissioners contended that they were not bound by these two cases.

Mr. Justice Rowlatt held that for the purpose of estate duty land subject to the statutory trusts by reason of the existence of undivided shares still remained real property and death duties were payable accordingly.

There has been no report of this case in any legal reports, although the case is of great importance to the public and to the legal profession, and whilst and so long as the Attorney-General's time for appealing was running, we felt that we ought not to communicate with you upon the matter.

The time for appealing has run out, and the Attorney-General has not appealed, so that Mr. Justice Rowlatt's decision stands, and in these circumstances we are now writing to you to enquire whether a test case of such importance to the public at large and to the legal profession ought not to be fully reported in your law reports.

The only mention of the case has been a short report furnished by somebody to the Law Society, and which appears in their *Gazette* for February last, and which is further referred to in their *Gazette* for this month.

London, E.C.2, 22nd April. MORLEY, SHIRREFF & Co.

[We thank our correspondents for their letter, but we called for a report of the case immediately we saw a note of the decision in The Law Society's *Gazette*, which will appear in our next issue.—ED., *Sol. J.*]

"Landlord and Tenant Notebook," 6th April, p. 215.

Sir,—With reference to the very interesting remarks of your contributor regarding the case of *Lovibond* v. *Vincent*, it is worthy of comment that Lord Justice Scrutton said the point had never previously arisen under the Rent Act. He was evidently referring to his own court, because a somewhat similar case was heard in the Birmingham County Court early in the year 1925. It was the case of *White* v. *Cooper*. I enclose you a copy of the *Birmingham Property Owner's Journal*, for the month of June, 1925, containing a report of the case which was drawn by myself and approved by Mr. Gandy who was counsel for the defendant, and appears on pp. 11 and 12. It is true that in that case the beneficiary was not resident on the premises, but his honour the late Judge Amphlett went into the question of the powers of a statutory tenant to deal with his interest under the Acts—having regard to s. 12 (1) (F) and s. 12 (1) (G).

Yours faithfully,

Birmingham. 19th April. ALFRED F. LOVATT.

[We are much obliged to our correspondent for his letter, the point is, however, dealt with at p. 263 of this issue.—ED., *Sol. J.*]

Reviews.

Kelly's Draftsman. Seventh Edition. By J. A. REID London: Butterworth & Co. (Publishers) Ltd. pp. lii, 734. and (Index) 85. 30s. net.

The task undertaken by the editor of this volume has been no inconsiderable one as, owing to the fact that the sixth edition appeared so long ago as 1921, a vast proportion thereof must necessarily have been entirely re-written. This undertaking has, however, been most conscientiously carried out, and I have not the slightest hesitation in saying that, with the assistance of Messrs. B. G. Burnett-Hall and C. J. F. Atkinson, the present editor has succeeded not only in bringing "Kelly's Draftsman" thoroughly up to date, but also has, in many ways, materially improved upon the previous editions.

The new edition contains some 450 precedents which, by means of a carefully arranged system of cross-references, should meet all the usual demands of a busy conveyancer and embrace many of the more rare forms not usually to be found in any similar book, save, perhaps, an encyclopædia. The precedents themselves are clear and, as is most desirable, not unduly long; the footnotes thereto, though necessarily short, are strictly to the point and decidedly helpful. The notes as to stamping of documents are without doubt as good as any that have ever appeared in a book of this nature, and on this ground alone those who have found the earlier editions useful should hasten to acquire the new, and many who may not feel the need of a further addition to an already well-stocked library of precedent books would be well advised to acquire this one if only as a guide and a check on matters relating to stamps (a point upon which some books have occasionally been found a little deficient). The rarer precedents, for which previous editions have been valued, have been retained, modernised, and added to, not the least important of the additions being some nine very useful forms of claim or notice under the Landlord and Tenant Act, 1927. The table of contents has been improved, particularly by the removal of a large group (some 100 pages) which appeared in the last edition under the title of "Miscellaneous Forms," and the re-distribution thereof under more particular designations. The index, so far as I was able to test it, appeared to be both accurate and comprehensive. This edition of "Kelly's Draftsman" ought to prove a valuable addition to the practitioner's library, and Mr. Reid and his collaborators deserve the gratitude of the profession for the manner in which they have carried out their task.

Sweet & Maxwell's Guide to Law Reports and Statutes. Royal 8vo. 70 pp. 1929. London: Sweet & Maxwell, Ltd. 4s. net.

The "Alphabetical Catalogue of Law Reports" (long since out of print) has now been brought down to date and re-issued "in response to requests received from a number of lawyers and librarians." A list of the Reports arranged chronologically under courts has been added and references are given to the volumes of the Revised Reports and English Reports in which the old reporters have been reprinted. The publishers have also included a very useful table showing the approximate date of all cases reported since 1909, a table of the dates of statutes referred to by the Regnal years of British Sovereigns, and a note on the various Editions of the Statutes. In our opinion an extremely useful book of reference. H.

Books Received.

Ministry of Health. Advisory Committee on Water. Report on Rural Water Supplies. 1929. H.M. Stationery Office. 9d. net.

Judicial Statistics, England and Wales, 1927. Statistics relating to Criminal Proceedings, Police, Coroners, Prisons and Criminal Lunatics for the year 1927. Cmd. 3301. H.M. Stationery Office. 4s. net.

Kime's International Law Directory for 1929. Edited and compiled by PHILIP W. T. KIME. 37th Year. London: Butterworth & Co; Kime's International Law Directory, 88-90, Chancery Lane.

Sea-Trout Fishing. R. C. BRIDGETT, M.A., B.Sc., Author of "Dry Fly Fishing." Illustrated in colour and half-tone. Medium 8vo. pp. 316 (with Index). 1929. London: Herbert Jenkins, Ltd., 3, York-street, St. James, S.W.1. 15s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Marriage Settlement—Death Duties.

Q. 1617. By a settlement dated 14th September, 1905, and made in contemplation of his marriage Z assigned certain household furniture and effects specified in the schedule to the settlement and also all other household effects which might during the continuance of the trusts of the settlement be acquired by Z unto the trustee of the settlement in trust (after the solemnisation of the marriage) to allow Z's wife to have the use thereof during the joint lives of herself and Z for her separate use, and upon the decease of one of them in trust for the survivor of them absolutely.

(1) It is desired to know what death duties will be payable in respect of the furniture—

(*a*) in the event of the wife predeceasing Z;

(*b*) in the event of Z predeceasing his wife.

(2) It is assumed that the settlement could be brought to an end by Z releasing his contingent interest in the furniture in favour of his wife.

A. (1) (*a*) On the assumption that Z's wife entered into possession of the furniture and retained possession to the entire exclusion of Z, and that she had not at any time prior to the settlement been competent to dispose of the furniture, then under the Finance Act, 1896, s. 15 (1) and (3), no estate duty is payable on her death, and the opinion is here given that under such circumstances no legacy duty would be payable.

(*b*) (i) Estate duty on the value of the furniture, the rate of which will depend on such value and whether it is aggregable with any other property passing on the death of Z.

(ii) Legacy duty at 1 per cent. on such value, unless any of the exemptions allowed by the Finance (1909-10) Act, 1910, s. 58 (1) (*a*), (*b*) and (*c*), apply, or unless the estate comes under the Finance Act, 1894, s. 16 (3).

(2) The assumption is correct.

Purchase of Freehold Reversion by Mortgagor Lessee—Merger of Lease—Position of Mortgagee of Lease.

Q. 1618. In 1927 A, by legal charge, mortgaged a leasehold house for £800 to a building society. In 1928 he purchased the freehold and borrowed a further £100 from the society for the purpose. This was secured by a further charge on the leasehold interest. The conveyance to A recited the lease and contained a declaration by him of merger of the leasehold in the freehold reversion. I should be much obliged if you would kindly advise as follows:—

(1) Whether the mortgagees have any security owing to the leasehold having now been merged?

(2) If they have, what is its nature?

(3) If they have not, will the best course be to ask for receipts to be endorsed on the legal charge and further charge and then take a fresh charge on the freehold for the whole amount now owing to the society?

(4) In a case similar to the above, but with no declaration of merger in the conveyance, will your answer be similar?

A. The effect of the legal charge was to vest the house in the building society for a sub-term less by one day than the term vested in A under the head lease, and the merger of such head lease in the freehold reversion will not affect the mortgage term. The society should, however, if possible, obtain possession of the deeds relating to the freehold reversion, or, failing this, it would be well for them to register their charge under the L.C.A., 1925, s. 10 (1), Class C (1), for although they presumably hold the deeds relating to the lease, it is thought that the registrar should, and under the circumstances would, accept the entry. Consequently the advice here given is:—

(1) and (2) Yes, the house is still vested in the society for the sub-term.

(3) This does not arise.

(4) Yes, except that if there is no merger there would be no necessity for the society either to ask for deeds to freehold reversion or to register their charge under the L.C.A.

Lessor's Liabilty for Water Rate.

Q. 1619. A building in a country town is let out in three suites of offices. The owner at one time occupied one suite himself and applied to the water company to supply water, which was supplied at a charge of 7s. 6d. a quarter. The owner has now let two of the suites (including the one he formerly occupied) as offices on lease, by which each lessee has "the joint use, in common with other tenants, of the lavatories, passage and staircase therein." The lessor covenants "to pay all existing and future rates, taxes and assessments charged on the premises and to keep the outer door hall and staircase in good tenantable repair and condition and the W.C.'s and lavatories clean and in good order." Water is only used for the lavatories and W.C.'s, the rear of the premises being occupied by a caretaker who has a supply from a well. The water company is one having statutory powers, but the charge made in no way represents their usual charge on rateable value of the premises for domestic purposes. The lessor contends that on the authority of *Badcock* v. *Hunt*, 22 Q.B.D. 145 (1888), he is not liable for the water rate. The lessees contend that he is, and quote as authorities in support of their contention *Bourne & Tant* v. *Salmon & Gluckstein*, 1907, 1 Ch. 616; *Salaman* v. *Holford*, 1909, 2 Ch. 602; *Re Floyd*, 1897, 1 Ch. 633; *Drieselman* v. *Winstanley*, 1909, 53 Sol. J. 632.

A. The above is clearly one of the cases which Cozens-Hardy, M.R., was careful to exclude from the operation of the decision in *Bourne & Tant* v. *Salmon & Gluckstein* [1907], 1 Ch., at p. 620, so that the lessor is exempt from liability under *Badcock* v. *Hunt, supra*. Of the other cases cited, *Salaman* v. *Holford*, appears not to be in point, and *In re Floyd and Drieselman* v. *Winstanley*, both support the lessor. The latter case lays down that a lessor is liable for water rate in respect of the domestic supply, but not for water supplied for trade purposes. As the building in the above case is let for offices, the water is now supplied for trade purposes and the lessor is not liable. See further the answer to *Q.* 1361 in the Points in Practice in our issue of 25th August, 1928, 72 Sol. J. 568, where a similar opinion is given.

Power of Appointment as Security for Outdoor Relief.

Q. 1620. A widow (70) has applied to the guardians of the poor for outdoor relief and has offered to give security for the repayment thereof after her death. The guardians are satisfied that she requires some relief. She is entitled on her death without children to a power of appointment over a fund of £440 War Stock. There were no children of the marriage. A few years ago she exercised her power of appointment over the fund to secure the repayment on her death of a loan of £150 made to her by a private individual and the loan is still outstanding.

(1) Have the guardians power to advance relief to her by way of loan on her executing an appointment (subject to the

prior appointment) in favour of the guardians for securing the repayment to them out of the fund on her death of all moneys advanced and to be advanced to her for relief ?

(2) Would such an appointment be good and effective for the purpose ?

A. (1) The guardians have such a power under the Poor Law Act, 1927, s. 45, and the Relief Regulation Order, 1911, Art. XIII.

(2) The question whether the appointment will be good and effective depends upon the terms of the settlement or will creating the power. The second paragraph of the question implies that the power can only be exercised by will, so that any appointment in writing or by deed during the life of the widow will be invalid.

Consulting Architect's Liability as Partner.

Q. 1621. A, B, C and D are architects practising in partnership under the firm name of A.S. & B. (S being a partner who has long since died). A has arranged to retire from the partnership and B, C and D will continue under the old firm name, and in order to retain as much of the goodwill as possible A has arranged to give his services where and when required, free of charge, in a consulting capacity, and the new letter heading under the name of the firm has partners : B, C, D, Consultant A. A dissolution deed has been entered into and the requisite advertisement is being inserted in the *London Gazette*, but it is not desired, if possible, to circularise the clients of the practice, notifying them of A's retirement from the partnership, it being brought to their notice indirectly on receipt of a letter from the firm showing the above heading. A desires to be advised on the following point : Assuming that an existing client of the firm instructs the firm on a fresh matter, after the dissolution, which is carried through, and which subsequently gives rise to a claim by the client for negligence, could he include A in his claim for negligence on the ground that A was a partner when he first became a client of the firm, and that he received no express notice of A's retirement, and therefore assumed that A was taking the responsibility for the work entrusted by the client to the firm ? It will be observed that undoubtedly during the course of the work the client will receive many letters from the firm showing on the letter that A is consultant and not a partner, but he will probably not actually have been aware of this when he first instructs the firm, as until the firm has been instructed there would be no occasion to write to him.

A. A would be in the category of persons liable by " holding out " under the Partnership Act, 1890, s. 14 (1). It is true that in *In re Fraser, ex parte Central Bank of London* [1892], 2 Q.B., at p. 637, it was stated by Lord Esher, M.R., that the doctrine of " holding out " is a branch of the doctrine of estoppel, and can only be relied upon by the person to whom a representation has been made, by acts or words, and who has acted on the faith of it. Nevertheless the distinction between a partner and a consultant is too subtle to exempt the latter from liability, and a lay client would probably gain the impression that A had become a kind of super-partner, the effect being the very opposite from a disclaimer of future liability.

NAMELESS ACCUSED.

UNUSUAL PROCEDURE.

The Grand Jury at the Old Bailey returned a true bill on the 16th inst., in the case of a man referred to by the Recorder in his charge as having been proceeded against by a voluntary bill of indictment under the fiat of the Attorney-General for alleged indecency.

The Recorder said the bill was preferred by statutory authority, and the Grand Jury should deal with it exactly as with others in the calendar, and if they thought it a case requiring investigation they should say so.

This method of procedure by voluntary bill is unusual, but there have been several instances of it at the Central Criminal Court. It is open for any person who obtains the sanction of the Attorney-General to prefer a voluntary bill, although the ordinary course of being brought to trial is through the committing magistrate.

Notes of Cases.

House of Lords.

Stephen (Pauper) *v.* **Cooper.** 22nd April.

WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF EMPLOYMENT—ACCIDENT CAUSED BY " AN ADDED PERIL " —UNAUTHORISED BY EMPLOYERS—WORKMEN'S COMPENSATION ACT, 1925, s. 1.

This was an appeal from and interlocutor of the second division of the Court of Session. The appellant was a harvest hand in the employment of the respondent. In September, 1925, while the appellant was driving a mower along a cornfield a chain connecting the horses to the machine became detached. The appellant stopped the mower but failed or forgot to put the cutting blade out of action, and left his seat and began to walk along the sloping pole between the two horses towards the horses' heads, balancing himself as he went. As a result the horses started forward, and the appellant fell on the machine, sustaining serious injury, causing permanent disablement. The arbitrator found that the injury sustained by the appellant was due to an accident caused by added peril due to his own conduct, and the Second Division held that there was evidence on which he could so find.

The LORD CHANCELLOR said, in his opinion, they were right in so doing. It was well established that if the accident arose from some peril to which the workman had exposed himself by his own conduct and which he was not obliged to encounter by his contract of service, the accident could not be said to arise out of his employment. Lord Dunedin states the principle in *Plumb* v. *Cobden Flour Mills Co.* [1914] A.C. 68, as follows : " The risk is not incidental to the employment if it is an added peril due to the conduct of the servant." Lord Haldane explained the expression " added peril " in *Lancashire and Yorkshire Railway* v. *Highley* [1917], A.C. 361, as meaning a peril to which the workman was not required to expose himself. There was ample evidence to justify the arbitrator in finding that the principle of " added peril " applied to the present case, and that the appellant was not entitled to compensation. The appeal should therefore be dismissed.

Lord SHAW, Lord BUCKMASTER and Lord WARRINGTON concurred.

COUNSEL : *C. Aitchison*, K.C., *J. Cameron* and *J. Craig* ; *Duffes*, K.C., *J. S. C. Reid* and *J. MacMillan*.

SOLICITORS : *E. Smith & Co.*, for *James Hadden*, Advocate, Aberdeen, and *Hume McGregor & Co.*, S.S.C., Edinburgh ; *Smith Rundell, Dods & Bockett*, for *C. Gordon Masson, Peterhead and Menzies, Bruce-Low & Thomson*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

The Republic of France (Minister of Finance) *v.* **Perry & Co. (Bow) Ltd.** Roche, J. 9th and 10th April.

CONTRACT BETWEEN FRENCH AND GERMAN FIRMS—PURCHASE OF SUGAR BY FRENCH FIRM—PAYMENT ARRANGED UNDER DAWE'S SCHEME FOR REPARATIONS—FRENCH FIRM'S LIABILITY TO FRENCH TREASURY GUARANTEED BY ENGLISH FIRM—GUARANTORS CALLED UPON TO PAY—FRENCH LAW —ACT OF COMMERCE—GUARANTOR FIRM HELD LIABLE.

In September, 1927, a French firm, La Societe Fermiere des Sucreries, entered into a contract for the purchase of about 9,000 tons of sugar from the German firm of Wohlgemuth & Co., of Hamburg. Payment was to be made by the French firm to the French Government, who in turn gave credit to the German Government for that amount under the Dawe's Scheme for Reparations, and the German Government really paid their national in the long run. Before the French Government sanctioned payment under this scheme they

required a third party to guarantee the payment of the money by the French firm to the French Treasury. In the present transaction the defendants, Perry & Co. (Bow) Limited, guaranteed the payment, and by their representative Michael Serge Nentsky, a director of their company, signed two promissory notes "*bon pour aval*" (as security), for francs 15,941,081, and francs 3,985,270, dated respectively the 9th and the 23rd September, 1927, and payable in Paris to the accounting agent for reparations under the Peace Treaty, and endorsed by the accounting agent to the plaintiffs. The Societe Fermiere des Sucreries failed to pay the French Treasury and went into voluntary liquidation, and were subsequently wound up compulsorily. Negotiations which took place between the guarantors and the French Ministry of Finance did not result in payment, and the defendants did not in fact pay the sums due under the two promissory notes, and the plaintiffs now claimed £165,C01.

ROCHE, J., said that one question was whether the defendant company had satisfied him that their entering upon the transaction as guarantors in the manner that they did was *ultra vires* on their part. That depended upon the articles of association of the defendant company. .He was of opinion that it was within the powers of the company to become party to the bills, and for the purposes they did. With regard to the questions of French law, he had to decide them upon the expert evidence, and he accepted that of the plaintiffs. He decided, without doubt, that the whole transaction of the promissory notes, and in particular the signature of the defendant company, was a commercial act, and that the transaction was entered into with a view to profit. Lastly, said his lordship, he could and did decide this case without entering upon or considering, still less expressing any opinion upon any criminal proceedings that might be pending in relation to it. There would be judgment for the plaintiff government, with interest at 5 per cent., and costs.

COUNSEL: *Jowitt*, K.C., and *Julian Fuller*, for the plaintiffs; *Le Quesne*, K.C., and *Tristram Beresford*, for the defendan s.

SOLICITORS: *Martin & Barry O'Brien; Denton Hall and Burgin.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

[We understand that notice of appeal has now been given.—ED., *Sol. J.*]

London County Council *v.* Maher.

Lord Hewart, C.J., Avory and Swift, JJ. 16th April.

EDUCATION—CERTIFIED DEAF CHILD—NON-ATTENDANCE AT APPOINTED SCHOOL—INSTRUCTION ELSEWHERE—REASONABLE EXCUSE—EDUCATION ACT, 1921 (11 & 12 Geo. 5, c. 51), s. 49; s. 55 (3).

Case stated from a decision of the justices for the Blackheath Division of London. John A. P. Brown, on behalf of the London County Council, preferred an information at a Woolwich court of summary jurisdiction against Dorothy Maher, the respondent, charging that on the 9th October, 1928, and other dates within the previous six months, she had omitted to cause her child to attend school, there being no reasonable excuse for such non-attendance. The child, aged fourteen years, was a deaf child within the meaning of s. 138 of the Education Act, 1921, and was certified as such in pursuance of s. 55 (3) of the Act. The school certified by the Board of Education to provide elementary education for deaf children within the appellant's area was the Oak Lodge Residential School, Clapham Common. The respondent sent the child to two other schools, but she was prevented from remaining there by the pressure of the appellants. The justices dismissed the information, and the questions for the opinion of the court were: (1) Whether the steps taken by the respondent to provide efficient instruction in some manner other than by attendance at Oak Lodge Residential School afforded a defence; and (2) whether there was evidence on which the justices could find that a reasonable excuse had been shown.

LORD HEWART, C.J., said that the school appointed for deaf children was 12 miles away from the child's home. Apart from the intervention of the appellants, there appeared to have been nothing to prevent the child from continuing to attend the private school she was sent to. Section 49 of the Education Act, 1921, stated, *inter alia*, that efficient instruction in some other manner afforded a reasonable excuse for the child not attending the appointed school, and in his opinion, on the facts of this case, there was shown a reasonable excuse and the appeal was dismissed.

AVORY, J., delivered judgment to the same effect. SWIFT, J., concurred.

COUNSEL: *L. A. Byrne*, for the appellants; *Elliot Gorst*, for the respondent.

SOLICITORS: *T. Bullivant; F. W. Beech.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Verren *v.* Anglo-Dutch Brick Co. (1927) Ltd.

Roche, J. 18th April.

CHARTER-PARTY — DEMURRAGE — "REVERSIBLE WORKING DAYS"—SET OFF IN RESPECT OF SAME VOYAGE ONLY—PART OF DAY NOT A WHOLE DAY.

The plaintiff in this case was the owner of a Belgian three-masted motor-schooner which he had chartered to the defendants for fifteen or twenty voyages, at charterer's option, to carry cargoes of bricks from Rumpst, in Belgium, to London. The charterers terminated the hire after fifteen voyages, and the plaintiff now claimed demurrage from them on the ground that they had taken longer than the stipulated time for loading and discharging. The charterers contended that by the terms of the charter-party they were allowed five reversible days for loading and discharging on each voyage, or a total of seventy-five days for the fifteen voyages; and they further submitted that "reversible" meant that days saved on one trip could be set-off against days lost on another trip, and that demurrage was only payable on the basis of the whole time lost.

ROCHE, J., giving judgment on the principles raised, said that on the authorities he had come to the conclusion that a part of a day could not be taken, as had been submitted, as a whole day, but could only be counted as part of a day. The defendants' contention that the word "reversible" referred to the inclusion of all the voyages together was untenable, and he held that time lost or gained in loading or discharging on any one voyage could only be set-off against time gained or lost on the same voyage.

COUNSEL: *Dunlop*, K.C., and *H. L. Holman*, for the plaintiff; *H. Stranger*, for the defendants.

SOLICITORS: *Holman, Fenwick & Willan; J. & M. Solomon and Hyam.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

KING EDWARD'S HOSPITAL FUND FOR LONDON.

The Registrar-General has kindly arranged for a party, under the auspices of King Edward's Hospital Fund for London, to visit Somerset House on Saturday, 11th May, at 2.30 p.m. Somerset House has many historical associations. It was originally a ducal and Royal residence, and here the first Royal Academy Exhibition was held, Gainsborough and Reynolds being among the exhibitors. The visitors are to be received by the Assistant Registrar-General, Mr W. L. Rind, who will deliver a short address on the building and its associations. The party will then be conducted over the historical apartments, which contain ceilings and mantel pieces, the work of Cipriani. Interesting documents in the General Registry Office, such as the Fleet marriages and early records of William Penn and the Society of Friends, will also be shown. Tickets (price 7s. 6d.) may be obtained from the Secretary, King Edward's Hospital Fund for London, 7, Walbrook, E.C.4.

Mr. Thomas Parsons, solicitor, of Cork-street, Bond-street, Westminster, S.W., and of Tulse-hill, S.W., left estate of the gross value of £6,555.

The Solicitors' Law Stationery Society Ltd.: Annual Report.

The Fortieth Annual General Meeting of the Society was held on Tuesday, the 9th inst., at 104-107, Fetter-lane, E.C.4, Mr. Robert Chancellor Nesbitt in the chair.

After the Secretary had read the notice convening the meeting and the auditors' report, and the report and accounts had been taken as read:

The CHAIRMAN, in moving the adoption of the report and the approval of the accounts said:

Before I deal with last year's business, I must refer to the death of our esteemed colleague, Mr. Monier Faithful Monier-Williams, a valued director of the Society since 1916, who took the greatest interest in the business and its success. His death was a heavy loss to the Society.

I now have the pleasure to move the adoption of the report at this the fortieth annual general meeting of the Society, and the approval of the accounts, and in doing so, I feel I can congratulate the shareholders on a satisfactory year's trading.

You will see from the report that the sales have increased by over £12,000, and the profit by over £500, the latter amounting to £45,728 8s. 8d. The increase in the profit may not appear to you to be in proportion to the increase in sales, but in a business of this kind, which performs such a number of dissimilar operations, some more profitable than others, it is impossible to insure any ratio between sales and profits. It is, however, I think you will agree, always a healthy sign when sales increase.

With the amount brought forward from 1927, we have an available balance to deal with of £54,805. Out of this the directors propose that a dividend of 10 per cent. per annum shall be paid in respect of last year, and, as a consequence of the dividend exceeding 3 per cent., a distribution will be made, under our Articles of Association, to solicitors whose accounts with the Society amounted to over £50, and to the staff under the profit-sharing scheme. The dividend and bonuses will absorb the sum of £36,988 14s. 2d., and out of the balance the directors propose to add £8,000 to the reserve account, which stands at £32,361, and to carry forward the sum of £9,816 17s. —against the sum of £9,077 2s. 6d. brought into account. You will notice from the report that during the year the directors have issued a certain number of shares to customers, and those willing to give the Society their support; also that we have purchased a small copying and duplicating business in the City which has now been transferred to our branch in Walbrook. THE SOLICITORS' JOURNAL is a satisfactory asset and is increasingly appreciated by our shareholders and subscribers.

In my speech last year I mentioned that we had obtained possession of our freehold site 102-3, Fetter-lane. During last year, after considerable difficulty, we were also able to obtain possession of 6-9, Greystoke-place, immediately behind Fetter-lane. The board decided, therefore, to build new premises covering the two sites which would give an addition to our Works premises equal to two-thirds of the present site. We hope that the whole building will be ready for occupation in the early Autumn. When it is ready for occupation we shall remove the machinery and plant now in the premises we rent at 94-7, Fetter-lane, which will be given up, and the remainder of the new building will provide a very considerable addition to our present Works, which have become very much overcrowded. To develop the site to the best advantage it was found advisable to purchase the freehold of 104-107, Fetter-lane from Queen Anne's Bounty, and the price we paid was £20,000. Completion took place in January last, only a deposit of £1,000 of the purchase money appearing in last year's accounts under the heading of "Additions to freehold premises." This purchase and the cost of rebuilding on the adjoining site (approximately £25,000) are, of course, capital outlay, and, as you will see by the report, the directors have in contemplation a limited issue of shares to meet part of the cost.

In July last the directors purchased a freehold plot of land at Eden Park, Kent, as a sports ground for the staff. Our action has, I think I may say, been very much appreciated.

I will now deal with the accounts. Taking the balance sheet first: On the debit side you will see that the amount outstanding to creditors is some £4,000 less than in 1927. On the assets side the amount owed to us by our debtors has increased by some £8,500. While there has been a small increase in the figure in respect of furniture and fittings, the machinery, plant and type stand at a considerably lower figure than in 1927, owing to depreciation. With regard to the addition to the freehold premises of £3,143, this is mainly made of up the £1,000 deposit which I have already mentioned which was paid in respect of the purchase of the freehold of this building, and of the cost of the sports ground to which I have also referred.

The stocks have increased by some £1,600, but this is not excessive, having regard to the large increase in our sales. We turn now to the profit and loss account. There are not many figures that I need refer to. The gross profit has increased from £140,937 to £142,394. On the other side, there is an increase in the working expenses at the departments of £3,000 and a decrease in the expenses at the Head Office of a similar amount, the latter largely due to our having to pay less income tax last year.

In regard to the vacancy on the Board caused by the death of Mr. Monier-Williams, to which I have referred, we recommend that Mr. William Alan Gillett be elected to fill the vacancy, and I am glad to say that he has agreed to accept a seat here, and I shall move that he be elected. He will be a source of strength to the Society.

I now beg to move the adoption of the report and the approval of the accounts.

The resolution was seconded by Mr. E. F. Turner and carried unanimously.

On the motion of the Chairman, seconded by Mr. Turner, it was unanimously resolved to declare a dividend at the rate of 10 per cent. per annum, less income tax, and to distribute bonuses among the customers and staff in accordance with the Articles.

To fill the vacancy created by the death of the late Mr. Monier Faithful Monier-Williams, Mr. W. A. Gillett, solicitor, of 5, Berners-street, London, W., was unanimously elected a director of the Society.

The retiring directors, Sir Bernard E. H. Bircham, K.C.V.O., and Mr. Dillon Ross-Lewin Lowe, were re-elected.

The auditors, Messrs. Fuller, Wise, Fisher & Co., were re-elected for the ensuing year at the same remuneration.

A resolution recommended by the directors, modifying the terms upon which the staff participate in the profits, was, on the motion of the Chairman, seconded by an employee shareholder, carried unanimously.

The meeting closed with a vote of thanks to the Chairman, directors and staff.

Societies.

United Law Society.

A joint debate with Gray's Inn Debating Society was held on the 15th inst., in the Middle Temple Common Room, Mr. E. H. Pearce in the chair. The subject for debate was: "That adherence to tradition and precedent is a menace to the human race." Mr. H. S. Palmer (U.L.S.) opened, and was seconded by Mr. L. F. Stemp (U.L.S.). Mr. W. R. Lawrence (G.I.D.S.) opposed, and was seconded by Mr. R. Ives (G.I.D.S.). There also spoke The Hon. D. Meston and Messrs. Johnson, Ussher, Sweeney, Kirk, Redfern, Hipwood, Pritchard, Minty, and Shortland-Jones. The opener having replied, the motion was lost by eighteen votes to twelve.

The Hardwicke Society.

At a meeting held in the Middle Temple Common Room, on Friday, the 12th inst., a motion "That this house would welcome the institution of the office of Public Defender," was carried by the casting vote of the President (Mr. L. A. Abraham). The motion was proposed by Mr. S. Seuffert, and opposed by Mr. Malcolm Brereton, formerly President of the Oxford Union. Mr. Newman Hall, Miss Bright Ashford, Dr. M. I. Finucane, Mr. C. H. Pearson (Hon. Secretary), Mr. Ungoed Thomas, Mr. Cremlyn, Mr. Campbell Lee (Hon. Librarian), and Mr. Walter Stewart also took part in the debate.

At a meeting held in the Middle Temple Common Room, on Friday, 18th inst. a motion, "That this House approves of the Budget," was carried by two votes.

The motion was proposed by Mr. H. F. R. Sturge, and opposed by Mr. C. H. Pearson (Hon. Secretary).

Messrs. E. Sassoon Benjamin, W. H. Gunn, A. L. Ungoed Thomas, Walter Stewart, G. Kennedy Skipton, John Cremlyn, and L. A. Abraham (President) also took part in the debate.

In Parliament.

Progress of Bills.

House of Lords.

Savings Bank Bill. Read a second time. 23rd April.

Local Government (Scotland) Bill. Read the third time. 24th April.

Local Government (Scotland) Bill. Read the Third Time. 24th April.

Companies Bill [H.L.]. Read the Third Time and passed (amended as proposed by the Select Committee) and sent to the Commons. 24th April.

Industrial Assurance and Friendly Societies Bill. Read a Second Time and committed. 24th April.

ROAD VEHICLES REGULATION BILL. [H.L.]

Report from the Select Committee (with the Proceedings of the Committee), made and to be printed. Bill reported, without amendment, and re-committed to a Committee of the Whole House: Minutes of Evidence laid upon the Table, and to be delivered out. 18th April.

House of Commons.

Agricultural Rates Bill. Read the third time and passed. 22nd April.

Clean Politics Bill. Read a second time. 23rd April.

Companies Bill [H.L.] Read a First Time, on Wednesday, and ordered to be read a Second Time on Thursday. 24th April.

Questions to Ministers.

MARITIME LAW.

Captain GARRO-JONES asked the Secretary of State for Foreign Affairs whether he contemplates the initiation of conversations with the Governments of the United States of America and Japan on the subject of maritime law?

THE SECRETARY OF STATE FOR FOREIGN AFFAIRS (Sir Austen Chamberlain): I am not in a position to make any statement on this subject at the present time. I cannot say what course it may be desirable to take at a future time, but His Majesty's Government have no present intention of initiating such a tripartite conversation. 17th April.

BRITISH VISITORS, FRANCE (VACCINATION).

Mr. RAMSAY MACDONALD (by Private Notice) asked the Secretary of State for Foreign Affairs whether his attention has been drawn to the fact that all passengers from Great Britain, India and certain other places are to be refused permission to land at French ports unless they can satisfy the French local medical officers of health that they have been vaccinated within the last two months; and whether he has any statement to make on the subject?

Sir A. CHAMBERLAIN: Immediately the new regulations were brought to their notice, His Majesty's Government put themselves in communication with the French Government. I understand that the matter was considered this morning at a meeting of the Council of Ministers. Up to now I have received no official reply to the inquiries which I caused to be made, but the Press this afternoon announce that at their meeting the Council of Ministers decided provisionally to suspend the Order and to arrange for a meeting between the French and English health authorities, so that the two countries can act in common in taking whatever precautions may be deemed necessary. I am informed that meanwhile the Southern Railway have issued a statement to the effect that vaccination certificates are not necessary for travellers to France. I cannot officially confirm this information up to the present, but I hope that the communications that have reached us through the Press are correct. 17th April.

LOCAL GOVERNMENT AND RATING.

BOUNDARIES.

Viscount SANDON asked the Minister of Health whether in the negotiations with local authorities under the terms of the Local Government Act as to boundaries, he will lay it down as an indispensable condition that all county, district, or parish islands must be abolished?

The MINISTER OF HEALTH (Mr. Chamberlain): It would not be proper for me to lay down a condition of this kind as indispensable, but it is one of the objects of the Act to do away with these anomalies, and I hope that proposals for this purpose will be submitted under the Act by the responsible local authorities. 18th April.

LAND TAX.

Brigadier-General WRIGHT asked the Chancellor of the Exchequer the cost of collecting the Land Tax and its percentage of the yield; and whether he has considered the abolition of this form of taxation?

Mr. SAMUEL: It is not possible to distinguish the cost of collection of Land Tax from the cost of the duties of the Inland Revenue Department generally. The administration of the tax is inseparably bound up with that of other taxes. The amount of fiscal machinery maintained for the special purpose of the Land Tax and involving expenditure, is, however, very small. In view of the history and nature of the tax I am unable to recommend its abolition. 18th April.

MUNICIPAL SAVINGS BANKS.

Mr. KELLY asked the Financial Secretary to the Treasury whether he has information as to the date when the report will be made on the work of the Commission on Municipal Banking?

Mr. SAMUEL: The report of the Committee on Municipal Savings Banks appointed in September, 1926, under the chairmanship of Lord Bradbury was presented to Parliament in January, 1928, and issued as Command Paper No. 3014. The subject is not further under inquiry at the present time by any Government Committee or Commission. 18th April.

TEA SALES (BONUS SCHEMES).

Colonel HOWARD-BURY asked the Home Secretary whether his attention has been drawn to the decision in the case of *Howgate* v. *Ralph* with regard to the illegality of tea-bonus schemes; and whether he is now taking any steps to put an end to these schemes?

Sir W. JOYNSON-HICKS: I have seen Press reports and I have no doubt that the police will have noted the decision and will be encouraged to take proceedings where they think that course desirable. The matter is not one for direct action by me. 18th April.

LOCAL AUTHORITIES (MEMBERSHIP).

Sir C. TREVELYAN asked the Minister of Health whether, where the powers or duties of a board of guardians are transferred to a city or county council, a councillor who is holding a position such as that of doctor or public vaccinator under the transferred board will be compelled to resign his position as councillor if he is continued in his position under the new authority.

Mr. CHAMBERLAIN: I am advised that a person who after the 1st April, 1930, holds such a position as that of district medical officer or public vaccinator under a county or county borough council will be disqualified from being a member of the council. 19th April.

EMPLOYMENT OF YOUNG PERSONS (PARTICULAR OCCUPATIONS) BILL.

"To make better provision for regulating the employment of young persons in particular occupations; and for other purposes connected therewith," presented by Lord Henry Cavendish-Bentinck; supported by Mr. Ammon, Mr. Briant, Mr. Harris, Sir Robert Newman, Sir Wilfrid Sugden, and Mr. Snell; to be read a Second time upon Monday next; and to be printed. [Bill 98.] 19th April.

Legal Notes and News.

Honours and Appointments.

Mr. CHARLES DOUGHTY, K.C., B.A., B.C.L., has been appointed Recorder of Canterbury in succession to the late Mr. Frank Safford. Mr. Doughty was called to the Bar in 1902, and took silk in 1925.

Mr. PERCY IDLE, M.B.E., solicitor, Hastings, a member of the firm of Messrs. Menneer, Idle & Brackett, solicitors, has been appointed to succeed the late Mr. William Carless, as Clerk of the Peace of the County Borough of Hastings, of which he was formerly Town Clerk. Mr. Idle was admitted in 1910.

Mr. D. J. PARRY, M.A., B.Sc., solicitor, Cardiff, has been appointed Solicitor to the Glamorganshire County Council. Mr. Parry—who was admitted in 1921—previously held the appointment of Prosecuting Solicitor to the Cardiff Corporation.

Mr. S. TAPPER JONES, solicitor, Cardiff, has been appointed Prosecuting Solicitor for the City of Cardiff. Mr. Jones was admitted in 1925.

Mr. I. G. THOMAS, solicitor, has been appointed Assistant Solicitor in the office of Mr. O. Trehearne Morgan, Town Clerk, Newport (Mon.).

Mr. JOHN B. WILLIS, solicitor, Rotherham, has been appointed Assistant Solicitor to the Bridlington Corporation. Mr. Willis was admitted in 1928.

Mr. GEORGE WILSON, solicitor, Launceston, has been appointed Clerk to the Broadwoodwidger (Devon) Rural District Council in succession to Mr. I. T. Llewellin, M.A., solicitor, who resigned recently the appointment on account of ill-health. Mr. Wilson—who was admitted in 1911—is a member of the firm of Graham-White, Llewellin & Wilson of that town, also holds the appointments of Deputy Superintendent Registrar and Deputy Coroner for the Launceston District.

JUSTICE IMPROVED BY SHORTHAND.

Speaking at the dinner of the Institute of Shorthand Writer practising in the Supreme Court of Judicature, held at the Holborn Restaurant on Monday, Sir Henry Maddocks, K.C., said that he was happy to think of the assistance given by the shorthand writers in this country to the development of law and the administration of justice.

In the Criminal Court the liberty of the subject might depend upon a review of the shorthand notes taken of the evidence. To the shorthand writer's accuracy was due the improvement in law and the administration of justice which had taken place even within his own memory. Sir Henry forecasted a time, although distant, when phonographs would be attached to every court.

Mr. B. R. Smeeton, who presided, said the Institute was founded in 1887, but the art of shorthand went back as far as the time of Charles II. Pepys, who was at one time Secretary to the Admiralty, kept his diary in shorthand.

Mr. Ernest Sextus Taylor (63), solicitor, of Hamstead-road, Handsworth, Birmingham, left estate of the gross value of £5,250.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday, Apl. 29	Mr. Bloxam	Mr. Blaker	Mr. Jolly	Mr. Ritchie
Tuesday .. 30	Jolly	More	*Ritchie	Blaker
Wed., May 1	Hicks Beach	Ritchie	*Blaker	Jolly
Thursday.. 2	Blaker	Bloxam	*Jolly	Ritchie
Friday 3	More	Jolly	*Ritchie	Blaker
Saturday .. 4	Ritchie	Hicks Beach	Blaker	Jolly
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Luxmoore.
Monday, Apl. 29	Mr. Blaker	Mr. More	Mr.*Bloxam	Mr. Hicks Beach
Tuesday .. 30	*Jolly	*Hicks Beach	More	Bloxam
Wed., May 1	Ritchie	*Bloxam	*Hicks Beach	More
Thursday.. 2	*Blaker	*More	Bloxam	Hicks Beach
Friday 3	Jolly	Hicks Beach	*More	Bloxam
Saturday .. 4	Ritchie	Bloxam	Hicks Beach	More

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 9th May, 1929.

	Middle Price 24th April	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86¾	4 12 6	—
Consols 2½%	54¾	4 11 6	—
War Loan 5% 1929-47	103	4 17 0	—
War Loan 4½% 1925-45	98	4 12 0	4 13 6
War Loan 4% (Tax free) 1929-42	100	4 0 0	4 0 0
Funding 4% Loan 1960-1990	88¼	4 11 0	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93	4 6 0	4 7 6
Conversion 4½% Loan 1940-44	98½	4 11 6	4 14 6
Conversion 3½% Loan 1961	77¼	4 10 6	—
Local Loans 3% Stock 1921 or after	64	4 13 6	—
Bank Stock	252	4 13 6	—
India 4½% 1950-55	89½	5 1 0	5 3 0
India 3½%	6[illegible]½	5 2 0	—
India 3%	58½	5 2 6	—
Sudan 4½% 1939-73	94	4 15 6	4 16 6
Sudan 4% 1974	85	4 14 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	80½	3 13 6	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	92	4 7 0	5 7 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 9	4 16 6
Jamaica 4½% 1941-71	94	4 15 6	4 16 0
Natal 4% 1937	92	4 7 0	5 7 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 0
Queensland 5% 1940-60	97	5 3 0	5 5 0
South Africa 5% 1945-75	103	4 17 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	99	5 1 0	5 2 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	102	4 18 0	4 17 0
Cardiff 5% 1945–65	101	4 19 0	4 19 0
Croydon 3% 1940–60	69	4 6 9	4 19 0
Hull 3½% 1925–55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 3	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963–2003	63	4 13 9	—
Metropolitan Water Board 3% 'B' 1934–2003	64	4 13 6	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	62	4 16 0	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1945–56	101	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 6	—
Gt. Western Rly. 5% Rent Charge	98½	5 1 6	—
Gt. Western Rly. 5% Preference	93	5 7 6	—
L. & N. E. Rly. 4% Debenture	76½	5 5 0	—
L. & N. E. Rly. 4% 1st Guaranteed	73	5 9 6	—
L. & N. E. Rly 4% 1st Preference	66½	6 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	79¾	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 4 0	—
L. Mid. & Scot Rly. 4% Preference	70	5 13 6	—
Southern Railway 4% Debenture	80½	4 19 6	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	90	5 11 0	—

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EX-OFFICER, 40, energetic, strong, healthy, abstainer, seeks appointment, administrative. Accustomed control sales organisation, travelling, secretary. Complete knowledge estate work. Suitable position as agent or other outdoor employment. 10543

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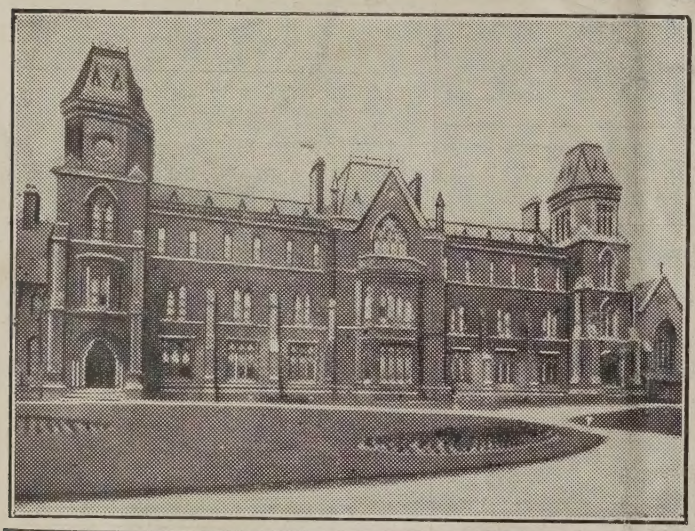

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Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand; "The Times," 253a, George Street, Sydney N.S.W. Saturday, April 27th, 1929.